

## **ARTICLE 19: CORRECTIVE ACTION / DISCIPLINE AND DISMISSAL**

The Employer shall have the authority to discipline non-probationary career employees for "cause." The Employer may discipline an employee by written warning, disciplinary demotion, salary decrease, suspension without pay and dismissal. The degree of discipline is at the sole discretion of the Employer. Oral reprimands are not discipline and are not subject to the Grievance or Arbitration Procedure.

An employee may be placed on investigatory leave (with pay) by the supervisor, without prior written warning and without other approval, while a charge of serious misconduct is under investigation. The investigatory leave shall not exceed fifteen (15) calendar days, unless unusual circumstances exist (documented with specificity), in which case leave may be extended up to an additional fifteen (15) calendar days sufficient to permit an investigation of alleged misconduct to be completed. Serious misconduct shall be misconduct that, if substantiated, would warrant severe corrective action or dismissal.

Upon completion of the investigation, the employee shall be informed by Staff Relations in writing of the result of the investigation and of the corrective action, if any, to be taken.

The Employer shall provide written notice of intent to impose a disciplinary suspension without pay, disciplinary demotion, disciplinary salary decrease, or dismissal to both the employee and to the Union. No such action shall be effective until the employee has provided a response to the notice of intent, or the employee has waived the right to respond by failing to provide a timely response. In no event shall such actions be effective less than twenty-one (21) calendar days following the date of service of the notice of intent.

All employees subject to discipline shall receive the following procedural protections:

### **A. Notice**

1. Written notice of intent to dismiss, demote, suspend or decrease salary shall be given to the employee, either by delivery of the notice to the employee in person or by placing the notice of intent in the U.S. mail, certified mail, in an envelope addressed to the employee at the employee's last known home address. It shall be the responsibility of the employee to inform the Employer in writing of any change in such address.
2. **The notice of intent shall:**
  - a. Inform the employee of the disciplinary action which the Employer intends to take, the reason for the disciplinary action and the effective date of the disciplinary action which shall be not less than eight (8) calendar days after the date of service of the notice of intent to discipline;
  - b. Inform the employee that he/she has the right to respond, either orally or in writing, to the proposed action, to whom the response must be made, and that the response must be received within eight (8) calendar days of the date of service of the notice of intent; and
  - c. Include a copy of the charge and all materials upon which the charge is based. A copy of the notice of intent shall be sent to the Union.

## **B. Employee Response**

The employee shall be entitled to respond, either orally or in writing, to the notice of intent described above. The response shall be made to a designated Staff Relations Representative with authority to amend, modify, revoke or otherwise alter the proposed disciplinary action, in accordance with the provisions of this Article. Such response must be received within eight (8) calendar days from the date of service of such notice of intent in accordance with instructions given by the Employer in the written notice of intent sent to the employee. After review of the employee's timely response, if any, the Employer shall notify the employee of any action to be taken. Such action may not include discipline more severe than that described in the notice of intent; however, the Employer may reduce such discipline without the issuance of a further notice of intent. If the employee chooses to respond orally, the employee is entitled to have a representative present.

## **C. Appeal Rights**

Employees who receive final discipline of dismissal, demotion, suspension, or salary decrease may appeal such discipline by filing a grievance pursuant to Article 29 of this Agreement. Written warnings are appealable pursuant to Article 29 of this Agreement, but only to Step 3 of the Grievance Procedure.